

**[FOR EXECUTION BY PROPERTY OWNER, NOT CITY
UNTIL CONNECTION APPROVAL IS ISSUED.]**

**Until a change is requested,
All tax statements shall be sent
To the following address:**

[Owner] _____

After recording return to:

City of Junction City
P.O. Box 250
Junction City, OR 97448

EXTRATERRITORIAL CONNECTION AGREEMENT
SANITARY SEWER AND WATER SERVICE

This Extraterritorial Connection Agreement (Agreement) is made between City of Junction City, an Oregon municipal corporation ("City") and _____ ("Owner").

RECITALS

- A. Owner is the sole owner of certain real property located within Lane County, Oregon, and outside of the corporate limits of City, as described in Exhibit A and shown on the map attached as Exhibit B.
- B. Junction City Municipal Code (JCMC) Sections 17.165.160–.220 establish criteria and application requirements for extraterritorial City service connections for properties located outside the City's corporate boundaries or outside the City's adopted and acknowledged urban growth boundary (UGB).
- C. City received Owner's extraterritorial connection application (X-XX-XX) on _____, 20__, and deemed it complete on _____, 20__.

- D. The parties acknowledge that City has a right to refuse to extend sanitary sewer and water lines or provide such service beyond its corporate limits, in its sole discretion.
- E. Pursuant to JCMC 17.165.180.C, Owner has executed and will record a Consent to Annex Agreement, obligating Owner to initiate annexation proceedings for all of Property into City upon inclusion within the City's UGB and further waiving Owner's right to remonstrate and vote, as applicable, on the annexation if initiated by City. In conjunction with the Consent to Annex, Owner has also signed a waiver of the one-year validity for the Consent to Annex per ORS 222.173.
- F. ***Insert existing service facility information:*** Include facility size, location, and whether facility has sufficient capacity. Take into account future capacity needed to serve properties and uses within City limits, as anticipated by the Comprehensive Plan and City land use regulations (JCMC 17). Address JCMC 17.165.190.F.1-3: 1) existing main service line must be located within 300 feet of Property's boundary; 2) the existing use can be directly connected to the main line by way of a lateral connection, without any main line extension; and 3) Property is not vacant.
- G. ***Insert needed service facilities:*** Include laterals needed to connect Property to service main (size, location, etc.) and any other facilities needed for this connection. Possibly address facilities anticipated to be needed at time of annexation or further development (e.g., storm water, larger water or sewer facilities). One option is to include all anticipated annexation requirements, then roll those into any subsequent annexation agreement.
- H. Property was included within the exception area granted by Lane County under Goal 11 on May 12, 2010.
- I. Pursuant to JCMC 13.40.090.A, regarding System Development Charges (SDCs), and JCMC 17.165.190.E., connection to City services obligates Owner to pay all SDC's associated with the services being requested.

Now, therefore, based on the foregoing Recitals, which are specifically made a part of this Agreement, the parties agree as follows:

AGREEMENT

- 1. Obligations of Owner. Consistent with the above Recitals, Owner agrees to perform all obligations, as set forth in this Section.
 - 1.1 Design and construct on-site and off-site sanitary sewer and water conveyance, treatment and disposal systems as may be necessary to adequately serve existing development on Property in accordance with all City design and construction standards for said connection, including paying for

and constructing any required extensions and upgrades. Such extensions and upgrades must comply with Junction City Public Works Design Standards and Water Master Plan requirements, including meeting fire flow requirements and looping water lines internally throughout Property, as applicable. Owner recognizes that Property cannot be connected to any City system until all improvements as described in the Recitals and as above are completed and accepted by City.

- 1.2 Owner agrees not to submit any application to Lane County related in any way to Property's division, development or change in use without first obtaining City's written permission agreeing to the requested Lane County action. Further, Owner agrees that City shall not issue said written permission unless sufficient capacity for the proposed action exists within the City's sanitary sewer and water systems, including production, treatment, storage, distribution and disposal, as determined in City's sole discretion.
- 1.3 Owner shall pay all City SDCs, connection fees, zone of benefit charges, and out-of-city service rates associated with the requested services and connections prior to connection.
- 1.4 Owner shall request and obtain City development review regarding storm drainage for Property.
- 1.5 Owner acknowledges that this Agreement serves as a non-remonstrance agreement for all future City local improvement districts which include Property.
- 1.6 Owner agrees that the requested connections to City services will serve only existing domestic uses and loads.
- 1.7 Owner shall dedicate any and all rights-of-way or easements as may be determined necessary, in City's sole discretion, to locate and maintain requested City service connection lines and other facilities.
2. City Obligations. City agrees Owner may connect to City's water and sewer systems, subject to Owner's compliance with all terms of this Agreement and City codes and standards.
3. Covenants Running with the Land. It is the intention of the parties that the covenants herein are necessary for connection of Property to City services, and as such shall run with the Property and shall be binding upon the heirs, executors, assigns, administrators, and successors in interest of the parties hereto, and shall be construed to be a benefit and burden upon the Property. Accordingly, this Agreement shall be recorded upon its execution with Lane County Deeds and Records.

4. Enforcement. Execution of this Agreement is a precondition to City's approval of connection of Property to City services. Accordingly, the City retains all rights for enforcement of this Agreement. Further, failure by any party having an interest in Property to adhere to the terms of this Agreement entitles City to discontinue said services.
5. Mutual Cooperation. City and Owner shall endeavor to mutually cooperate with each other in implementing the various matters contained herein.
6. Waiver of Right of Remonstrance. Owner agrees to sign any and all waivers, petitions, consents and all other documents necessary to obtain the public facilities and services described herein as needed by and benefiting Property, under any Local Improvement Act or proceeding of the State of Oregon, Lane County or the City of Junction City (see, JCMC 12.25) and hereby waives all rights to file a written remonstrance against these improvements. Owner does not waive the right to protest the amount or manner of spreading the assessment thereof, if the assessment appears to Owner to be inequitable or operate unfairly upon the Property, nor Owner's right to comment upon any proposed local improvement district or any related matters orally or in writing.
7. Dolan Waiver. Owner knows and understands its rights under *Dolan v. City of Tigard*, U.S. 374 (1994). By entering into this Extraterritorial Connection Agreement, Owner hereby waives any requirement that the City demonstrate that any dedication of right-of-way, public utility easements, and other public improvements required herein are roughly proportional to the impacts of Owner's requested connection. Owner further waives any cause of action it may have pursuant to *Dolan v. City of Tigard*, *supra*, and its progeny arising out of the requirements of this Agreement.
8. Waiver of Measure 49 Rights and Remedies. As inducement to the City to proceed with any subsequent annexation and associated zoning, which may include designation of Property as subject to overlay zones and districts, Owner, on behalf of Owner, Owner's heirs, devisees, executors, administrators, successors and assigns, agrees and covenants to the City of Junction City, its officers, agents, employees and assigns that the undersigned hereby remises, waives, releases, and forever discharges, and agrees that Owner shall be estopped from asserting any rights and remedies, actions, causes of action, suits, claims, liabilities, demands, and rights to waivers arising under or granted by any statutory or constitutional regulatory compensation or waiver provisions, including but not limited to Ballot Measure 49 (2007), or otherwise enacted after the date of this proceeding which would create a right of claim for compensation or waiver of City land use regulations that exist upon the effective date of the annexation or rezone and which, upon City approval, would be applicable to Property.
9. Land Use. Nothing in this Agreement shall be construed as waiving any requirements of the Junction City land division, development or zoning regulations, comprehensive plan, development standards, or municipal code, which may be

applicable to the use and development of Property. Nothing herein shall be construed as City providing or agreeing to provide approval of any building, land use, or other development application submitted by the Owner.

10. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, Owner agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
11. Severability. The validity, meaning, enforceability, and effect of the Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Oregon. If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the contract did not contain the particular part, term or clause held to be unenforceable.

IN WITNESS WHEREOF, the Owner and City have executed this Agreement as of the ____ day of _____, 20__.

CITY:

CITY OF JUNCTION CITY

By: _____ Date: _____
Printed Name: _____
Title: _____

STATE OF OREGON)
 : ss.
County of Lane)

Personally appeared the above named _____, Mayor for the City of Junction City, who acknowledged the foregoing instrument to be [his/her] voluntary act before me this _____ day of _____, 20__.

Notary Public for Oregon

OWNER:

Owner's Printed Name:_____

Date:_____

Owner's Printed Name:_____

Date:_____

STATE OF OREGON)
 : ss.
County of Lane)

Personally appeared the above named _____
_____, Owner(s), who acknowledged the foregoing instrument to be
[his/her/their] voluntary act before me this _____ day of _____, 20
_____.

Notary Public for Oregon